

**RECORD WITHOUT FEE  
PURSUANT TO GOV'T CODE SECTION 6103**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

**HISTORIC PROPERTY PRESERVATION AGREEMENT**

This Agreement, (herein, "Agreement"), is made and entered into this 16 day of July 2008, ("Effective Date"), by and between, Brian E. Parker ("OWNER"), OWNER of certain real property located in Santa Clara, and the City of Santa Clara, California, a chartered municipal corporation, ("CITY"). CITY and OWNER may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**A. Recitals.**

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into contracts with the OWNER of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNER possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2007 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-11-035, and generally located at the street address 1212 Pierce Street, in the City of Santa Clara, ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Historic Resources Inventory. OWNER submitted a Mills Act Proposal (Proposal received by the City on April 18, 2008). The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNER, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

**B. Agreement.**

NOW, THEREFORE, CITY and OWNER, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement, and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNER or CITY desire in any year not to renew the Agreement, OWNER or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNER to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNER at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNER may make a written protest of the notice. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNER of nonrenewal. If either CITY or OWNER serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution date or from the last renewal date of the Agreement, whichever may apply.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNER shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of Interior's Rehabilitation Standards," marked as "Exhibit "C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNER shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California's State Historic Building Code and in accordance with the attached schedule of potential home improvements, drafted by the applicant OWNER and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit "D" to this agreement, and incorporated herein by this reference.

(c) OWNER shall allow for periodic examinations, by prior appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and the CITY. The Director of Planning and Inspection shall determine when periodic examinations may be necessary to determine the eligibility of the property involved, and to determine the OWNER compliance with the terms and provisions of this Agreement.

**(4) Provision for Information.**

(a) OWNER hereby agrees to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNER to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNER compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNER and approved by the City Council.

**(5) Cancellation.**

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines any one of the following:

- (i) the OWNER breached any of the terms or conditions of this Agreement;
- (ii) the OWNER has allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property;
- (iii) the OWNER has allowed the property to deteriorate to the point that it no longer meets standards as provided for in the Uniform Codes as adopted by the City Code, which include, but are not limited to the Uniform Housing Code, the California State Historic Building Code, the Uniform Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings;
- (iv) the OWNER has not complied with any other local, state, or federal laws and regulations.

(b) CITY may also cancel this Agreement if it determines that the OWNER has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNER shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280, et seq.

**(6) No Waiver of Breach.**

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNER if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

**(7) Mediation.**

(a) Any controversies between OWNER and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

**(8) Binding Effect of Agreement.**

(a) The OWNER hereby subject the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNER hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNER successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNER hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNER legal interest in the Historic Property.

(c) CITY and OWNER hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit,

which includes, but is not limited to the benefit to the public street generally located at 1212 Pierce Street, CITY, public, and OWNER.

**(9) Notice.**

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**CITY:** City of Santa Clara  
Attn: City Clerk  
1500 Warburton Avenue  
Santa Clara, CA 95050

**OWNERS:** Brian E. Parker  
1212 Pierce Street  
Santa Clara, CA 95050

(b) Prior to the entering a contract for sale of the Historic Property, OWNER shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

**(10) No Partnership or Joint Enterprise Created.** None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

**(11) Hold Harmless and Indemnification.** To the extent permitted by law, OWNER agrees to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which OWNER shall become legally liable arising from OWNER acts, errors, or omissions with respect to or in any way connected with the prosecution of the work performed by OWNER pursuant to this Agreement.

**(12) Attorneys' Fees.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court or mediator, in addition to costs and other relief ordered by the court.

**(13) Restrictive Covenants Binding.** All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) **Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) **Mills Act Historic Property Contract Approval.** Based upon the Historic and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNER. The decision of the City Council shall be final and conclusive in the matter. Failure of the Council to act on a Mills Act Historic Property Contract within 45 days shall be deemed to be a denial.

(16) **Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara. The OWNER or OWNER's agent shall provide written notice of this agreement to the Office of Historic Preservation of the Department of Parks and Recreation no later than six (6) months of entering into this Agreement.

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$396.00 (three hundred ninety-six dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. OWNER shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNER updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California State Historic Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California State Historic Building Code.** The California State Historic Building Code ("SHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The SHBC shall be used in the CITY's building permit procedure for any Historic Property which is subject to the provisions of

a Mills Act Historic Property Contract, except as otherwise provided in this agreement or the SHBC. Nothing in this agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

**(20) Preservation Easements.**

(a) Preservation easements on the facades of buildings designated as a Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNER(s), occupant, or other person in actual charge of a Historical Property or a resource, building, or structure shall keep in good repair all of the exterior portions of such Historic Property, resource, building, or structure, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

**(21) Severability.** If any section, sentence, clause, or phrase of this contract is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions, or portions of this contract, and shall not be affected thereby. The City Council hereby declares that it would have passed this contract and adopted this contract, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**(22) Integrated Agreement - Totality of Agreement.** This Agreement embodies the agreement between CITY and OWNER and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

**(23) Captions.** The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**(24) Statutes and Law Governing Contract.** This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

**(25) Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**IN WITNESS WHEREOF,** CITY and OWNER have executed this Agreement on the day and year first written above.

**CITY OF SANTA CLARA, CALIFORNIA,  
a chartered California municipal corporation**

APPROVED AS TO FORM:

\_\_\_\_\_  
HELENE L. LEICHTER

City Attorney

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.

City Clerk

\_\_\_\_\_  
JENNIFER SPARACINO

City Manager

1500 Warburton Avenue

Santa Clara, CA 95050

Telephone: (408) 615-2210

Fax Number: (408) 241-6771

(Signature of Person(s) executing the Agreement on behalf of OWNERS(s))

By: \_\_\_\_\_

Brian E. Parker

"OWNER"

1212 Pierce Street

Santa Clara, CA 95050

Telephone: (408) 316-0120

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## ACKNOWLEDGMENT

State of California  
County of Santa Clara )

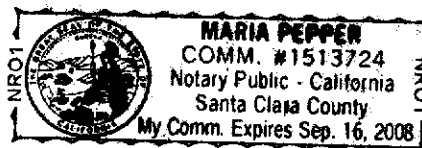
On July 16, 2008, before me, Maria Pepper, notary public  
(insert name and title of the officer)

personally appeared Brian Eli Parker  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

Further Description of Any Attached document

Title or Type of Document: Historic Property Preservation Agreement

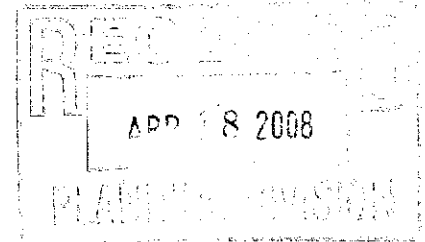
Document Date: 7/16/08 Number of Pages: 8

Signer(s) Other Than Named Above: none at time of notary

28435746

# EXHIBIT 'A'

## LEGAL DESCRIPTION



The land referred to herein is situated in the State of California, County of Santa Clara, City of Santa Clara, described as follows:

LOT 6, in Block 3, as shown upon that certain Map entitled, "Map of the New-Park Subdivision," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 21, 1908 in Book M of Maps at Pages 40 and 41.

APN/ARB: 269-11-035

End of Legal Description

State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary #  
HRI #  
Trinomial  
NRHP Status Code

Other Listings  
Review Code

Reviewer

Date

Page 1 of 11

\*Resource Name or #: (Assigned by recorder) Solano House

P1. Other Identifier: Farfan House

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

\*a. County Santa Clara

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad San Jose West Date 1980 photorevised T.7S.; R.1E.; Mount Diablo B.M.

c. Address 1212 Pierce St. City Santa Clara Zip 95050

d. UTM: (Give more than one for large and/or linear resources) Zone 10S; 592531mE/ 4134051mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

Assessor's Parcel Number: 269-11-035,

west side of Pierce Street between Fremont and Harrison Streets.

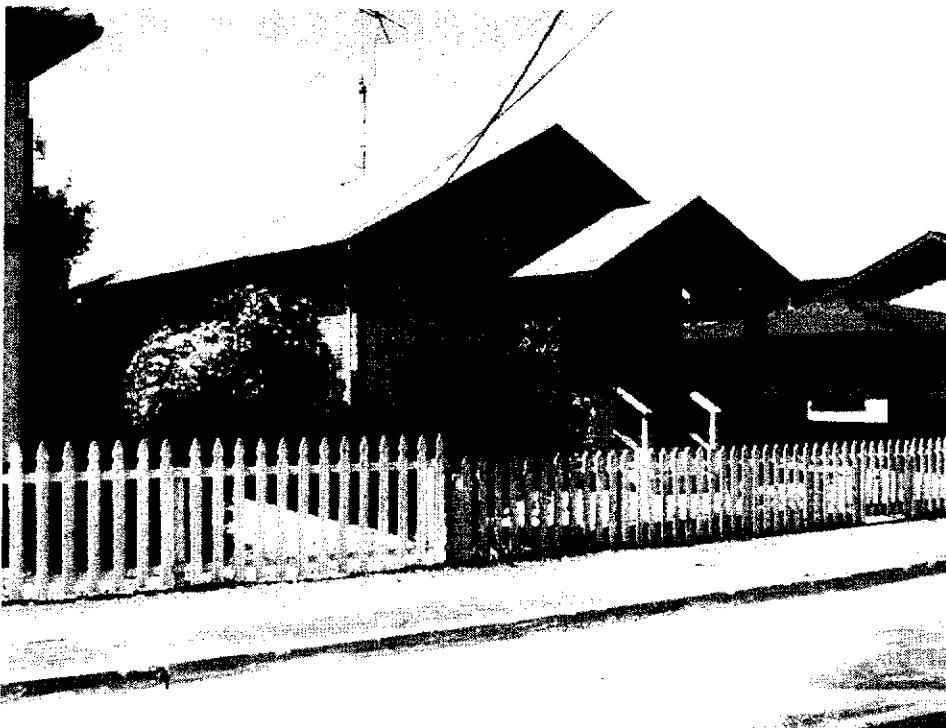
\*P3a Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

This one-story house illustrates, through its form and detailing, a vernacular Craftsman-style, single-family residence of the early-twentieth-century. The house's horizontal drop siding, double gable roof, tapered porch columns, large double-hung windows, and latticework attic vents are characteristic of Craftsman house designs from late in this period, as well as representative of many early houses in the New Park Subdivision of Santa Clara. The property is located within a recognized historic residential neighborhood in the city. The Old Quad and environs is associated with historic patterns of development of the city's original downtown; the neighborhood was primarily developed in the late-nineteenth and early-twentieth-centuries. Although there are some recent infill buildings in the area, a large number of houses similar in age, scale and style remain nearby.

(Continued on page 2, DPR523L)

\*P3b. Resource Attributes: (List attributes and codes) HP2. Single family property

\*P4 Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)



P5b. Description of Photo: (View, date, accession #)

View from street, facing west, April 2008.

\*P6. Date Constructed/Age & Sources:

☒ Historic ☐ Prehistoric ☐ Both

Circa 1914, Sanborn maps & occupancy, 94 years old.

\*P7. Owner and Address:

Brian Parker  
1212 Pierce St.  
Santa Clara, CA 95050

\*P8. Recorded by: (Name, affiliation, and address)

F. Maggi & L. Dill  
Archives & Architecture  
PO Box 1332  
San Jose CA 95109-1332

\*P9. Date Recorded: 4/25/08

\*P10. Survey Type: (Describe)

Intensive

\*P11. Report Citation: (Cite survey report and other sources, or enter "none".)

None

\*Attachments: ☐ NONE ☒ Location Map ☐ Sketch Map ☒ Continuation Sheet ☒ Building, Structure and Object Record ☐ Archaeological Record  
☐ District Record ☐ Linear Feature Record ☐ Milling State Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record ☐ Other (List)

State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
CONTINUATION SHEET

Primary #  
HRI #  
Trinomial

Page 2 of 11

\*Resource Name or # (Assigned by recorder) Solano House

\*Recorded by Franklin Maggi & Leslie Dill

\*Date 4/25/2008 ☒ Continuation ☐ Update

(Continued from page 1, DPR523a, P3a)

The immediate setting includes a relatively modest front yard facing nominally east; a low picket fence separates the yard from the sidewalk. The front yard is currently landscaped with a concrete walkway bordered by gravel beds and raised concrete curbs. The south side yard is narrow, primarily gravel interspersed with low plantings and a mature lemon tree. The north side yard and entire rear yard has been paved with concrete as a driveway for the detached garage at the rear of the parcel.

This wood frame house has a raised, one-story, rectangular main mass with a full-width front gable and a lower front-gabled roof over the projecting front porch. A full-width rear addition has a slightly lower rear gable. Typical of the style, the eaves are moderate in depth, with exposed rafter tails, beaded-board sheathing, and integral wood gutters. The rake eaves feature wide bargeboards with "V"-shaped notches at the ends; some of these boards have been trimmed short over time. The composition-shingle roofing is not original. The house has a concrete foundation and partial basement; there are no basement windows, only screened vents set into the pony walls.

The house and front porch railings are clad in dual-bevel horizontal wood drop siding. This is a moderately unusual material—the common siding in the South Bay Area from that period has a pattern of three horizontal shapes per board. The rear addition has a slightly different drop siding on two walls; it is single-bevel. The south side of the rear addition is clad in T1-11 plywood on one wall, likely a repair. The wood siding at the porch butts at the corners at quarter-round wooden trim pieces; the remainder of the house (both at the original portion and addition) has narrow flat-board corner trim. Lattice attic vents accent the apexes of the front gables.

The front façade has symmetrical windows and an asymmetrically placed porch. The porch roof is supported by short tapered wooden posts that rest on piers. The porch ceiling is beaded board that matches the eave sheathing; there are no visible structural or decorative beams as part of the porch design. The two front windows are oversized 1/1 double-hung units that flank the front door; the northern window is under the porch roof. The remainder of the fenestration consists primarily of individually placed 1/1, double-hung wood windows, with some vinyl replacement units at the rear on the north side and at the rear elevation. A high fixed accent window on the north-side wall has a 2x1-lite pattern. Original trim includes flat-board moldings and aprons. The original front door has a single viewing lite and original door hardware.

The interiors include some original features although much has been altered. Original features include plaster walls, a wide, low archway that divides the front rooms, and original window, door, and baseboard trim.

The detached two-car garage is recent. It is one story with a side-gabled roof covered in composition shingles that match the house. The roof extends onto a pair of slender wood posts at the flush entry door. The siding is vertical T1-11 plywood, and the roll-up garage doors have a paneled design. A window on the south side is an aluminum slider.

Integrity and character-defining features:

The property maintains most, but not all, of its historical integrity as per the National Register's seven aspects of integrity. It maintains its original location in the New Park Subdivision of Santa Clara; it is still surrounded by much, but not all, of its apparent historic setting, including some surrounding houses of similar scale and design. It retains its early-twentieth-century residential scale and feeling and continues, through its form, massing and detailing, to illustrate its associations with early patterns of development in greater Santa Clara. The exterior of the house retains its integrity with a vernacular Craftsman style, including drop siding, large 1/1 double-hung windows, wide notched bargeboards and tapered porch posts. Other houses of this era have more elaborate representations of trim and workmanship since this house is very simple; however, original character-defining materials and workmanship have been preserved, including the latticework attic vents and the full-width interior arch.

State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
LOCATION MAP

Primary #  
HRI #  
Trinomial

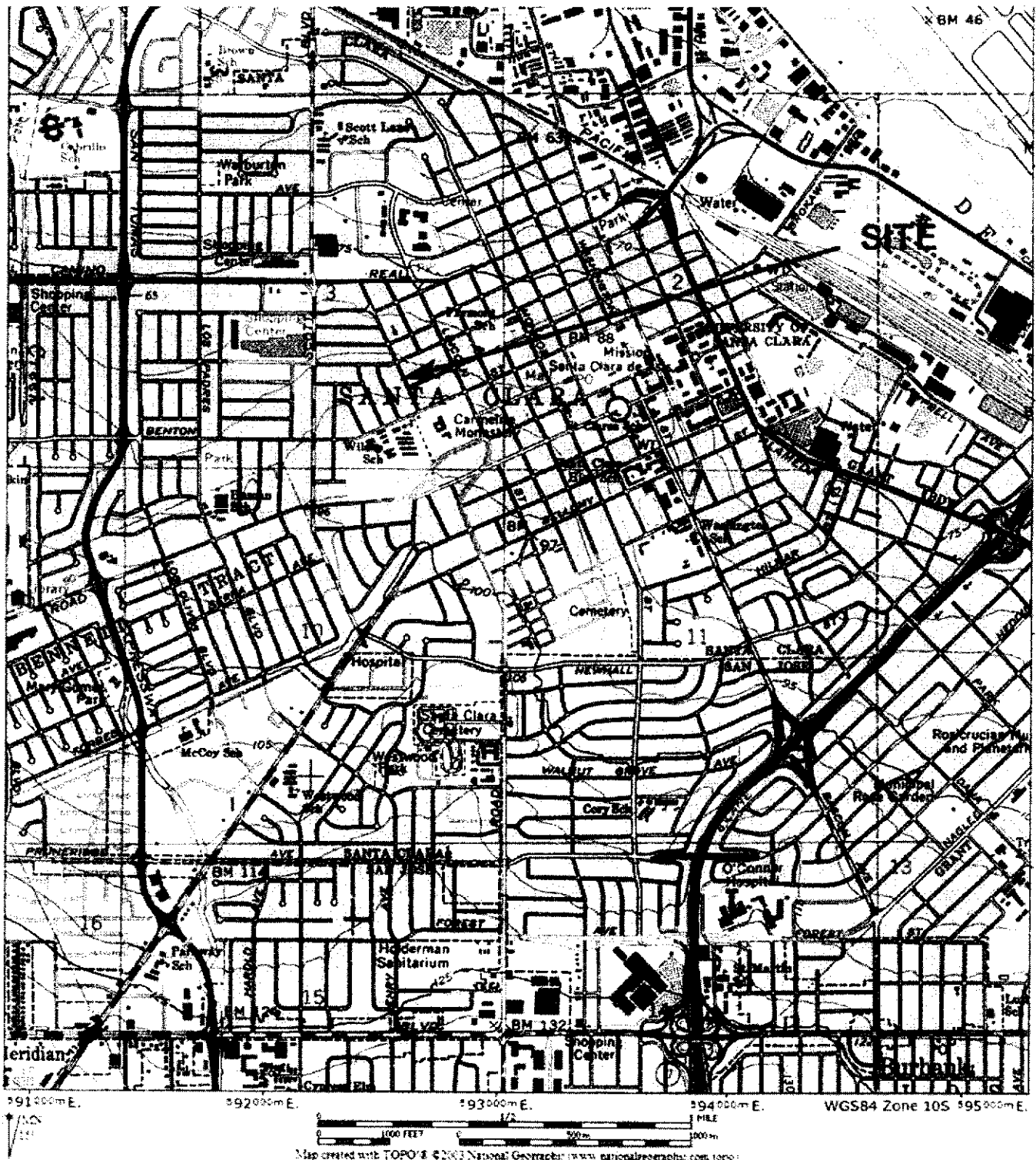
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\*Resource Name or # (Assigned by recorder) Solano House

\*Map Name: USGS San Jose West

\*Scale: n.t.s.

\*Date of Map: 1980 photorevised



State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
BUILDING, STRUCTURE, AND OBJECT RECORD

Primary #  
HRI #

Page 4 of 11

\*NRHP Status Code 5B

\*Resource Name or # (Assigned by recorder) Solano House

B1. Historic Name: Farfan House

B2. Common Name: None

B3. Original use: Single family residential

B4. Present Use: Single family residential

\*B5. Architectural Style: Craftsman

\*B6. Construction History: (Construction date, alterations, and date of alterations)

Constructed circa 1914.

\*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: n/a Original Location: n/a

\*B8. Related Features:

Replacement garage.

B9a Architect: Unknown

b. Builder: Unknown

\*B10. Significance: Theme Architecture and Shelter Area New Park Subdivision

Period of Significance 1914-1941 Property Type Residential Applicable Criteria None

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The area in the vicinity of the subject property was once a part of the estate of James P. Pierce. The Pierce estate, originally planted in vineyards and orchards, encompassed approximately 96 acres on the edge of the early Town of Santa Clara. This acreage was bounded by Lexington, Lincoln, Gould (currently Scott) and Catherine Streets. The present site of the subject property, 1212 Pierce St., was once within the vineyard of the estate. This portion of the estate was developed as a single-family residential tract, the New Park Subdivision, beginning in 1908 (Book M of Maps, Pages 40 & 41). The subject property was configured at this time as Lot 6 of Block 3 of the 80-lot tract. New Park Subdivision is bounded by Lincoln, Benton, Harrison, and Pierce Streets, including the row of properties on the west side of Pierce Street between Harrison and Benton Streets (including the subject property). The subdivision appears to have been developed by Los Angeles resident F. G. Barrows, and marketed by his company, Chowchilla Colonization Co.

By the early 1920s, about half of the lots on the block had been developed with residences. The subject lot was developed as early as 1914. The earliest an address at 1212 Pierce St. can be verified is 1915 when the extant building appeared on a Sanborn Fire Insurance map. The earliest directory listing for this property is 1916.

(Continued on next page, DPR523L)

B11. Additional Resource Attributes: (List attributes and codes) None

\*B12. References:

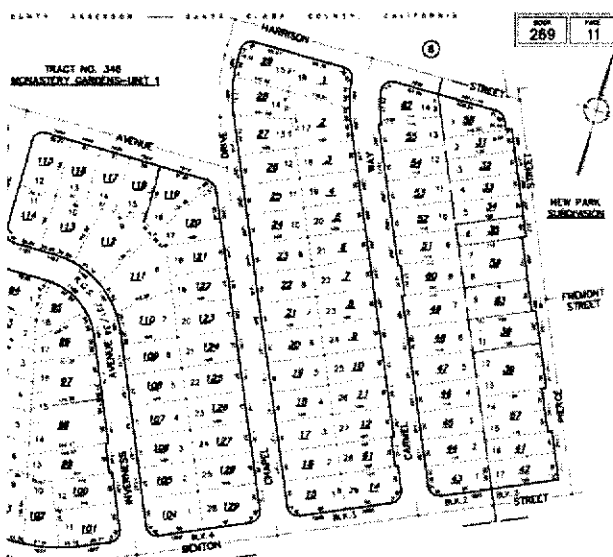
(See page 6)

B13. Remarks: proposed Mills Act contract

\*B14. Evaluator: Franklin Maggi

\*Date of Evaluation: 4/25/2008

(This space reserved for official comments.)



State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
CONTINUATION SHEET

Primary #  
HRI #  
Trinomial

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\*Resource Name or # (Assigned by recorder) Solano House

\*Recorded by Franklin Maggi & Leslie Dill

\*Date 4/25/2008

☒ Continuation

☐ Update

*(Continued from previous page, DPR523b, B10)*

The earliest identified residents of the subject property were members of the Farfan family. Jose Farfan is listed in early directories, and Antonio and Aurora Farfan were residents from about 1916 until at least 1920. Antonio Farfan was a farm laborer. He and his wife, Aurora (Gomez) Farfan, were natives of Spain who immigrated to the United States as children about 1906/1907. Antonio was born in 1896 and Aurora in 1899. They had two children, Aurora and Josephine. By the early 1920s, they moved to San Jose.

The early occupation of this house by Spanish immigrants is consistent with development patterns that established this neighborhood when an influx of Spanish and Portuguese immigrants settled the New Park Subdivision after leaving their temporary home in Hawaii. In 1900, Hawaii was annexed to the United States, and under American jurisdiction, bound labor contracts were eliminated in pineapple and sugar cane plantations. Plantation owners, along with the Hawaiian government, recruited workers from throughout the world to settle in the Islands, many who came from Spain and Portugal. Large numbers of people from Spain and Portugal left their countries in the first quarter of the twentieth century due to rural poverty and urban congestion, and in Hawaii, the population doubled during the first 15 years of the twentieth century. The United States enacted a quota system in the early 1920s that favored northern Europeans, limiting emigration from Spain and Portugal as well as many other countries, but many early Hawaiian workers from Spain and Portugal subsequently relocated to the Bay Area looking for better opportunities.

During the 1920s, a number of short-term residents lived at this address, including Manual Nunes, a construction laborer, and then F. A. Johnston, a carpenter. By 1928, Frank and Alice Silva had acquired the property. The Silvas had come to California in the 1920s from New Haven, Connecticut, having both emigrated from Portugal around 1910. The Silvas lived in the house with their five children, and Frank Silva was a construction laborer who later worked at a local nursery. They remained until about 1941. During World War II, the house was occupied by Jim Felix, but by the end of the war it had been purchased by Frank and Virginia Solano, who appear to be relatives. The Solano family owned the property until early 2008 when the current owner, Brian Parker, acquired the property.

#### EVALUATION

The house at 1212 Pierce St. is associated with the early years of the development of the New Park Subdivision, which began its development about forty years after the Old Quad had been surveyed and initially settled as a part of the growth of the Town of Santa Clara. The subdivision is an eclectic mix of small residential properties, mostly vernacular in design, that were built over a long period of time, with new development occurring into the present.

The subject property represents a period of initial urban growth that took place 100 years ago, when the Old Quad expanded to the west onto the Pierce estate, a development pattern that has continued into the recent past as older vacant properties have been developed, or older houses demolished and new single and multi-family buildings constructed. The Old Quad is noted in the Santa Clara General Plan as including this westward expansion area. The Old Quad contains most architectural styles of the late-nineteenth and early-twentieth-centuries: Greek Revival, Gothic Revival, Italianate, Stick, Queen Anne, Colonial Revival, Spanish Colonial Revival, Mission Revival, Bungalow, and Craftsman. The significance of the area rests in the associations of Santa Clara's residential central core as a characteristic historic neighborhood. What is known today as the Old Quad is a strong visual reminder of the self-contained community formally laid out in a grid pattern in 1866; its appearance contrasts with the modern tract and commercial development typical of much of the Santa Clara Valley. Older buildings are now recognized for their historical and architectural significance as well as their contributions to the identity, diversity, and economic welfare of communities. The historic buildings of Santa Clara highlight this City's unique heritage and enable residents to better understand its identity through these links with the past.

The Solano House is representative of the geographical development of the Old Quad, a vernacular Craftsman house that contributes to our understanding of the early twentieth century expansion of the Old Quad onto the Pierce estate.

*(Continued on next page)*

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The neighborhood has been the subject of an historic district analysis by Historian Lorie Garcia, who indicated that the neighborhood qualified for the National Register of Historic Places. The house on this property contributes to the overall character of construction of the area, including its style, scale and original materials; however, it would not appear to be individually eligible for the National Register of Historic Places or California Register of Historical Resources under criterion A or (1) for associations with historic patterns of development.

As indicated by Garcia, this particular subdivision appears to have been populated by a large number of immigrants from Spain, and also was home to immigrants from Portugal, particularly the Azores Islands, as well as other individuals of various ethnic backgrounds and cultures. Hispanic surnames can be identified among a majority of the residents in this subdivision during most of its history, although it is less clear, without additional research, what percentage of the residents had emigrated specifically from Spain. Additional consideration is given within the Garcia document to the patterns of development in Santa Clara, in which a subdivision such as New Park reflect a period of growth and development that accommodated the needs for housing of an expanding working class population. This period of expansion can be associated with Spanish and Portuguese immigration, but also would include contributions of other ethnic groups who constituted a growing workforce. As a small-lot subdivision, the neighborhood character is different from the original core of the city that had developed throughout the Nineteenth Century.

The persons associated with the early use of the property, the Farfan and Silva families, are not known to be historically significant personages during their ownership and occupancy. During most of the history of this house until recent times, the property was owned by members of the Solano family. Members of that family who may be directly associated with the occupancy of the property are not known to be significant to the history of the City of Santa Clara or the region. The property would not be eligible for either the National or California Registers for associations with historic personages under criteria B or (2), or under local Criterion for Historical or Cultural Significance based on occupancy or use.

The subject house is a vernacular Craftsman house. It has been altered slightly at the rear with a shallow rear addition and associated window and door changes, and the front porch steps have been repaired in a way that is not sympathetic to the original materials, but the design is simple in form, as is common for the style, and it has some character-defining features from this building type, including: double front gables, wood drop siding, lattice attic vents, double-hung wood windows, and a projecting porch with tapered columns. Much of this raised rectangular building is typical for vernacular houses in the second decade of the twentieth century. The house is not a distinctive representation of the Craftsman Style, and would not appear to qualify for the National or California Registers based on the architecture of the building. However, under the Criterion for Local Architectural Significance, the house clearly characterizes an architectural style that was both innovative and popular during its time, and is associated with the type of house common to the early development of the New Park Subdivision of Santa Clara.

(Continued from page 5, DPR523b, B12)

California Death Index, 1940-2000

Garcia, Lorie, *Santa Clara: From Mission to Municipality*, 2002.

Garcia, Lorie, *The New Park Subdivision*, unpublished manuscript, 1999.

San Jose City -Santa Clara County Directories, 1880-1970.

Santa Clara County Clerk-Recorder, Deeds.

U.S. Federal Census Records 1910-1930.



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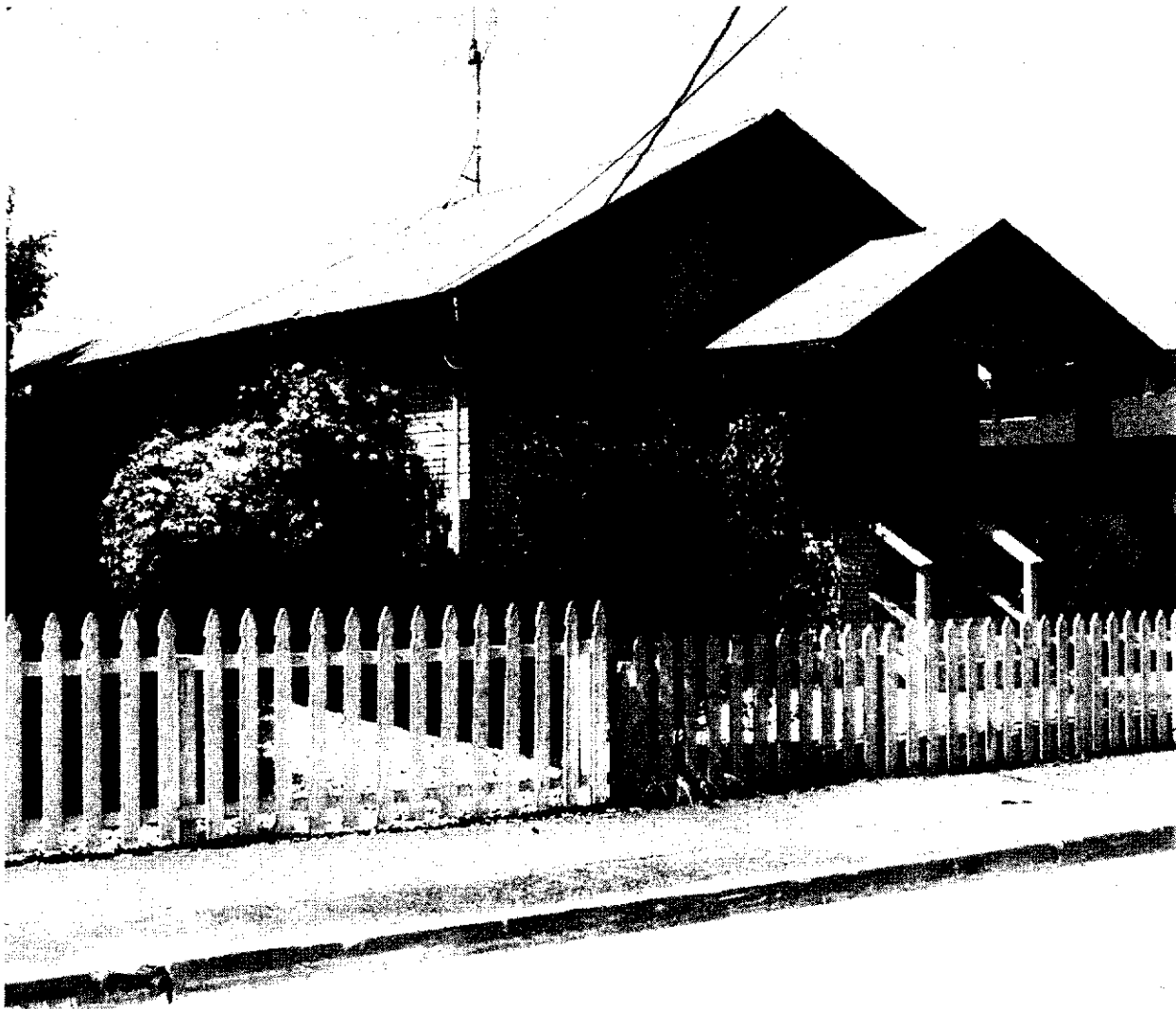
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Front street elevation, viewed facing northwest.

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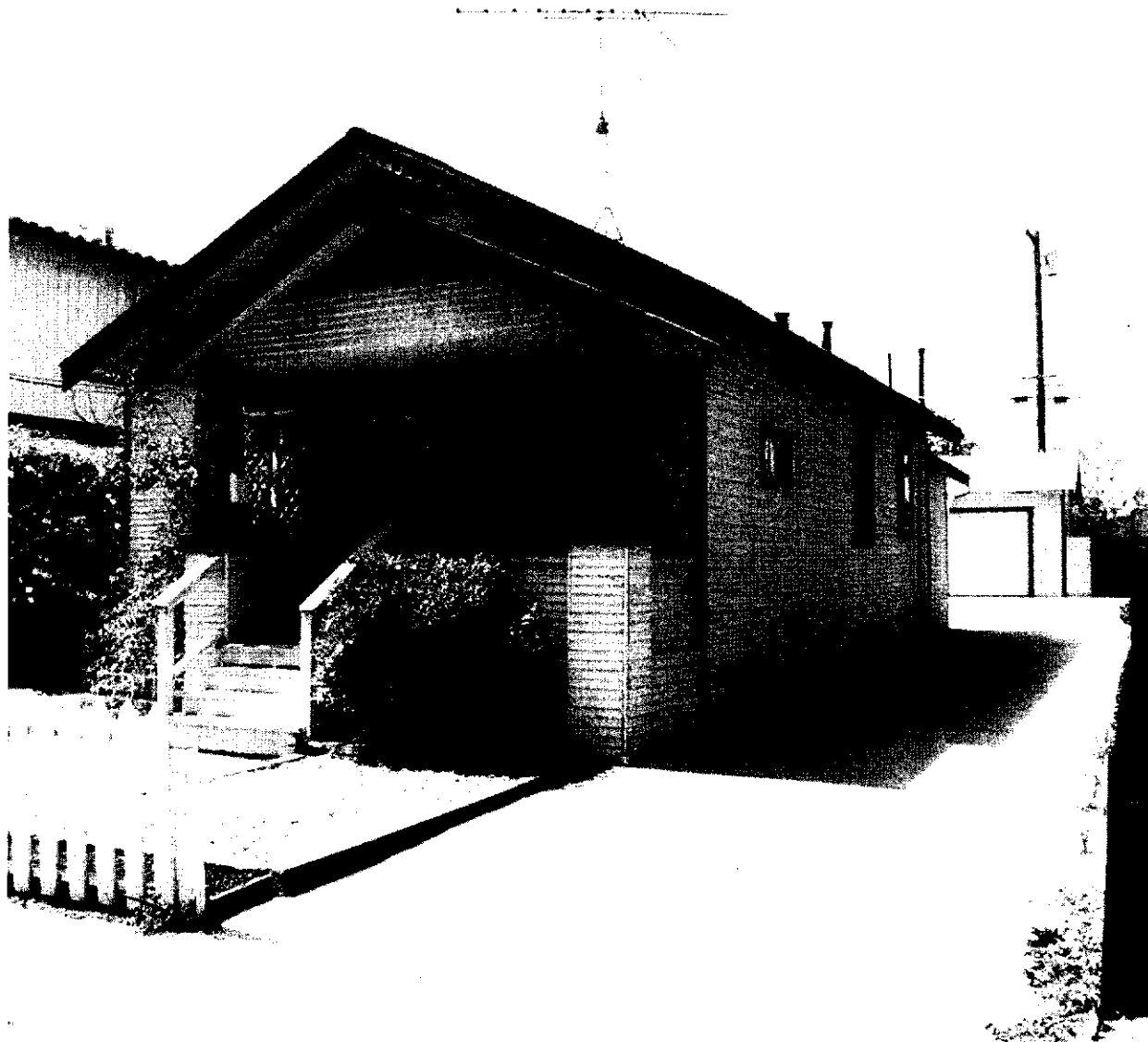
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Front street elevation, viewed facing west at driveway.

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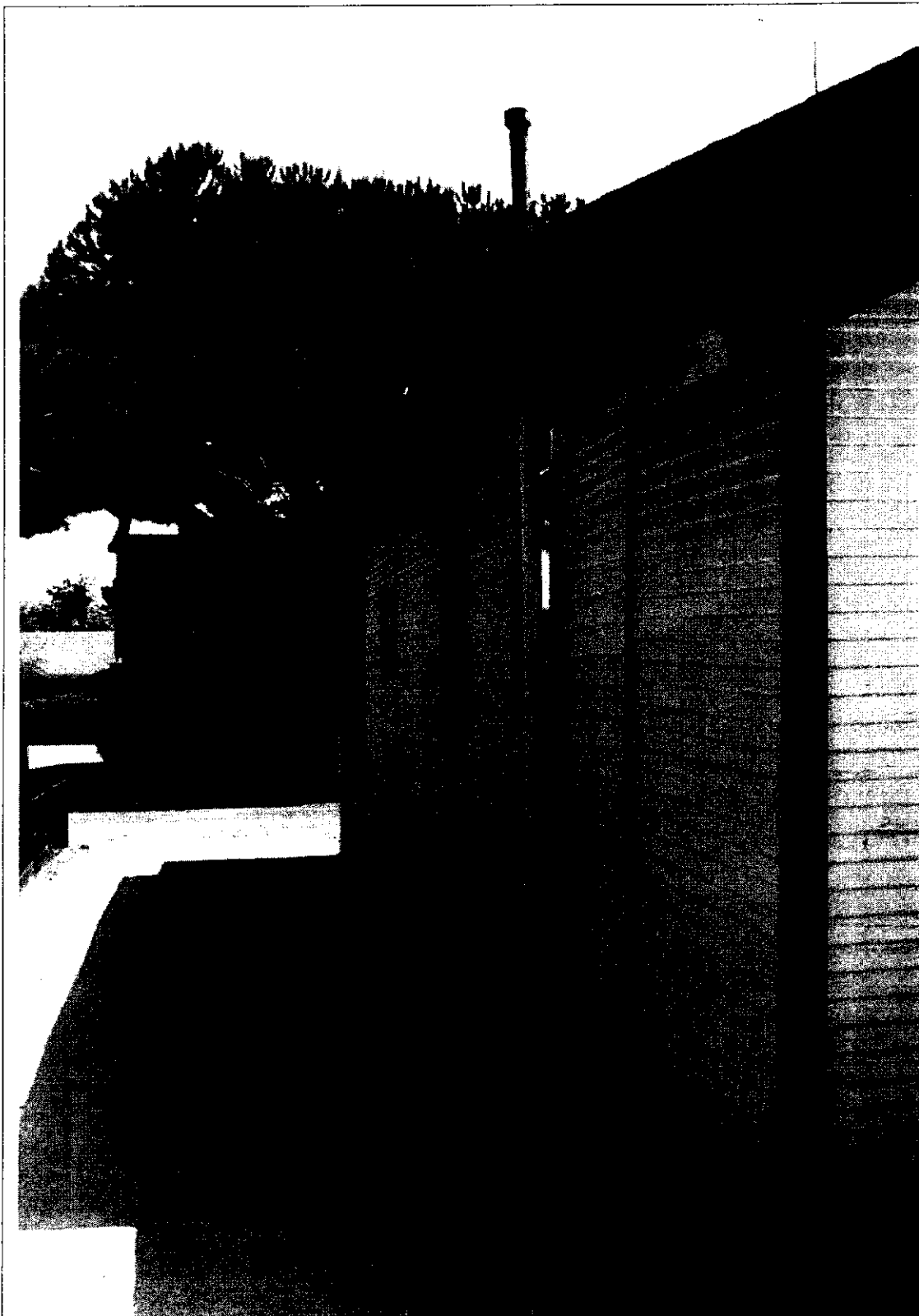
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North side elevation at driveway, viewed facing east.

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Rear elevation, viewed facing northeast.

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CONTINUATION SHEET

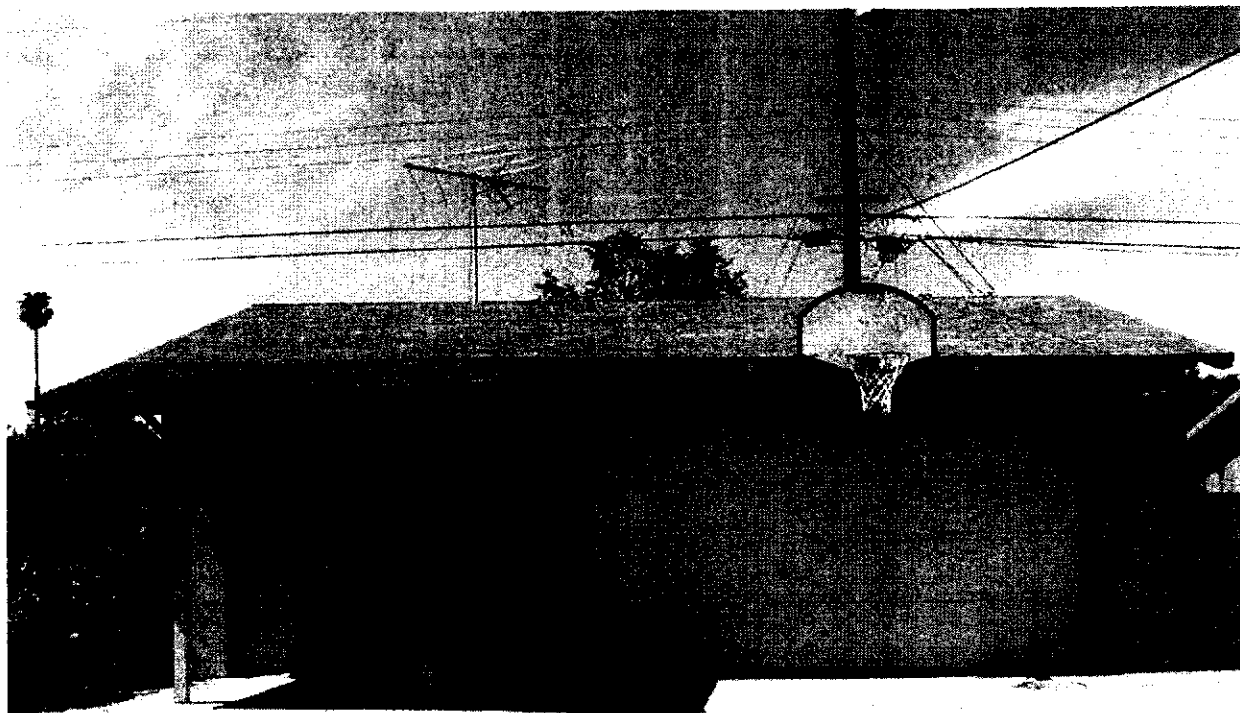
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Replacement garage at rear of property, viewed facing west.

# National Park Service

National Park Service  
U.S. Department of the Interior

## Historic Preservation Tax Incentives

Technical Preservation Services

### THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The Secretary of the Interior's Standards for Rehabilitation are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

The Standards (**36 CFR Part 67**) apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

Rehabilitation projects must meet the following Standards, as interpreted by the National Park Service, to qualify as "certified rehabilitations" eligible for the 20% rehabilitation tax credit.

*The Standards are applied to projects in a reasonable manner, taking into consideration economic and technical feasibility.*

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or

#### Home

#### About the Tax Incentives

#### Incentives!

A Guide to the Federal Historic Preservation Tax Incentives Program for Income-Producing Properties

#### Annual Report

#### Program Regulations 36 CFR 67

#### Certification Application

#### Check the Status of Your Project

This database is best read with Internet Explorer 5 and above and Netscape 6 and above browsers.

#### The IRS Connection

#### Standards for Rehabilitation

#### Illustrated Rehabilitation Guidelines

#### Interpreting the Standards Bulletins

#### Program Administration

#### National Park System Advisory Board Committee on the Federal Historic Rehabilitation Tax Credit Program

#### Case Studies in Affordable Housing

#### Historic Preservation Easements

architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

More information about the treatment standards, including illustrated guidelines can be found on the [Standards and Guidelines page](#).

#### Publications

#### Online Education

#### Standards and Guidelines

#### Conferences

#### Features

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**DESCRIPTION OF PROPOSED PRESERVATION AND RESTORATION EFFORTS**

A maintenance plan has been developed to rehabilitate and restore the building to its original character, and to rehabilitate deteriorated and/or damaged components. The repairs and replacements will be done in conformance with the National Park Services's *Secretary of the Interior's Standards for Rehabilitation*, in order to preserve the distinctive character of the house, thereby maintaining its historical significance, while making reasonable changes that will help improve the livability and long-term sustainability of the property.

I have drafted the following list of potential improvements to the property as I plan to schedule them over the next ten years, beginning in 2009.

- 2009 Replace kitchen doors with new units that are historically correct
- 2010 Repair/replace gutters to match existing, repairs eaves where damaged
- 2011 Replace kitchen windows with historically matching sash.
- 2012 Add exterior lighting
- 2013 Repair front porch, including dryrot repair and deck surface
- 2014 Replace front steps and rails with historically correct
- 2015 Prep and paint exterior of house
- 2016 Replace interior floor coverings and kitchen tile
- 2017 Replace dryrot damaged siding
- 2018 Replace foundation

Please advise me of any additional supplemental information that may be needed to complete your review of this application.

Sincerely,

